

EASEMENT – HOLD HARMLESS LETTER

TOWN OF FRONT ROYAL, VIRGINIA

DEPARTMENT OF PLANNING & ZONING

PROPERTY REFERENCE:

Tax Map Identification Number: _____

Subdivision (if applicable): _____

Street Address: _____

Please be advised that the undersigned has requested permission to construct

(Improvements hereinafter referred to as “the Improvements”) within an area designated and consisting of a utility and/or drainage easement area within the Town of Front Royal, Warren County, Virginia. The undersigned shall construct the Improvements subject to the following terms and conditions:

- The location of the improvements will not interfere with the use, operation or maintenance of any Town utility or drain.
- If an underground utility is located within the easement, the proposed structure shall not include any construction below grade.
- The applicant shall obtain the approval of all private utilities with facilities within the easement.
- The location, design and construction of the structure otherwise complies with the Town of Front Royal Design and Construction standards and all other applicable ordinances, regulations, and laws.

Additionally, the undersigned acknowledges and affirms that the Town has agreed to permit construction of the Improvements, subject to the following conditions:

In General.

The undersigned agrees to, and hereby does, release, indemnify, and hold harmless the Town of Front Royal from any and all claims, demands, causes of action, or damages of any kind or nature against the Town, its consultants, employees, agents, representatives, or designees (hereinafter collectively “the Town”), brought by the undersigned or others, arising by reason of, or in any way associated with, the Town’s permission to construct the Improvements within utility or drainage easement areas. This includes, without limitation, claims, demands, costs, or judgments against the Town whether such liability, loss, or damage is due or claimed to be due to the negligence of the undersigned, its subcontractors, the Town of Front Royal, its consultants, officers, agents, and employees.

In Respect to the Improvements

The undersigned also agrees to, and hereby does, release, indemnify, and hold harmless the Town and accepts all risks of loss associated with respect to the improvements themselves, as a result of constructing them within the utility or drainage easement area. The undersigned further holds harmless the Town for any and all damages which may be sustained to the subject of the Improvements, if the Town damages, removes, or destroys said improvements in the maintenance and repair of the facilities under, in, upon, over, and/or across the utility or drainage easement

area. In this regard, but not in limitation of the foregoing provision, the undersigned understands and agrees that, at any time, the Town, shall have the unrestricted superior right to demolish and remove all or any portion of the Improvements from the utility or drainage easement area should the Town desire or need, in its sole discretion, to gain access to or use the utility or drainage system facilities within the easement area. In such event, the Town shall not in any way, be liable or responsible to reimburse the undersigned for the Improvements, damage to the Improvements, replacement costs or otherwise. The construction and use of the utility or drainage easement area is at the undersigned's own risk of loss, which risk is accepted by the undersigned.

The undersigned acknowledges that the Town is under no obligation, in law or equity, to permit the activity contemplated hereunder. Permission is based upon the unique circumstances of this application and shall have no bearing or effect on the Town's rights or authority with respect to any other requests by the undersigned or any other property owner within the Town.

The undersigned agrees, as owner of the above-described Property, that this document may be recorded and that the representations and obligations herein are binding upon its successors and assigns.

SIGNATURE: _____
Print Signature Name

TITLE: _____ COMPANY: _____
ADDRESS: _____

WITNESS: _____
Signature Print Signature Name

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____,
20____, BY _____, WHOSE SIGNATURE IS
EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY
BEFORE ME, _____, A NOTARY PUBLIC
IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

Registration Number

[SIGNATURES AND ACKNOWLEDGMENT CONTINUED NEXT PAGE, IF NEEDED]

SIGNATURE: _____
Print Signature Name

TITLE: _____ COMPANY: _____
ADDRESS: _____

WITNESS: _____
Signature Print Signature Name

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____,
20____, BY _____, WHOSE SIGNATURE IS
EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY
BEFORE ME, _____, A NOTARY PUBLIC
IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, _____.

NOTARY PUBLIC

Registration Number

Signature: _____ Date: _____
Town Manager